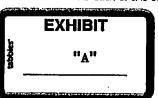
# OFFER TO PURCHASE AND CONTRACT This is a legal and binding contract

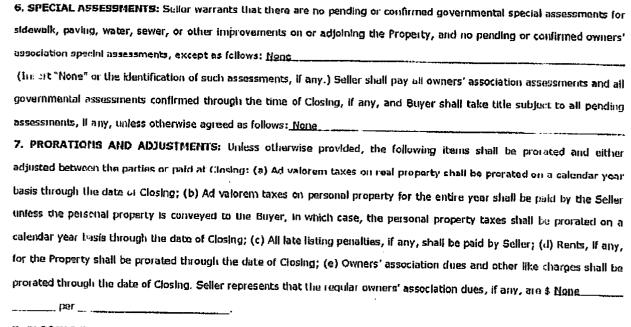
Thomas and Christine Pone	as Buyer, hereby offers
to purchase and <u>Halcyon, LLC</u>	, as
Seller, upon acceptance of caid offer, agrees to cell and canvey, all of that plot, piece or parcal	of land described below.
together with all improvements located thereon and such fixtures and personal property as are	
referred to as the "Property"), upon the following terms and conditions:	, ,
1. REAL PROPERTY: Located in the City of Jackson, County of Hicds	, State of
Mississippi, being known as and more particularly described as: Street Address 3155 Booker Street	
Zip 39209 1 egal Description: Lot 11 and 13. Block Z Lynd 3	h Street Subdivision Part
( All A portion of the property in Deed Reference: Book	
NOTE: Prior to signing this Offer to Furchase and Contract, Buyer is advised to review Restrictive	
may limit the use of the Property, and to read the Declaration of Restrictive Covenants. By-Laws,	
Rules and Regulations, and other governing documents of the owners' association and/or the subdi-	
2. FIXTURES: The following items, I any, are included in the purchase price free of tlens: any	
fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and custain rods,	
hardware, window and door screens, storm windows, combination doors, awrings, antennas, sale	
burglar/fire/smoke alarms, pool and spalequipment, solar energy systems, attached fireplace so	
inserts, electric garage door openers with controls, outdoor plants and trees (other than in movas	
goals, storage sheds, mai boxes, wall and/or door mirrors, and any other items attached or affixed	
the following items:	The state of the s
	· Caralinatura makin 1,00 dan pa
3. PERSONAL PROPERTY: The following personal property is included in the purchase price:0	
4. PURCHASE PRICE: The purchase price is \$ 120,000,00	
as follows:	
(a) \$1909.90 EARNEST MOREY DEPOSIT with this offer by [] cash [] person	onal check 🔯 bank check
(A) certified check [] other: to be neceled no later then ? days after execution and he	dd or escrow by Millian's
Welsti. Closing Attacex ("Escrow Agent"), until the sale is closed, at which i	ime it will be predited to
Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or	(2) any of the conditions
hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach	of this contract by Seller,

Page 1 of 6



upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In

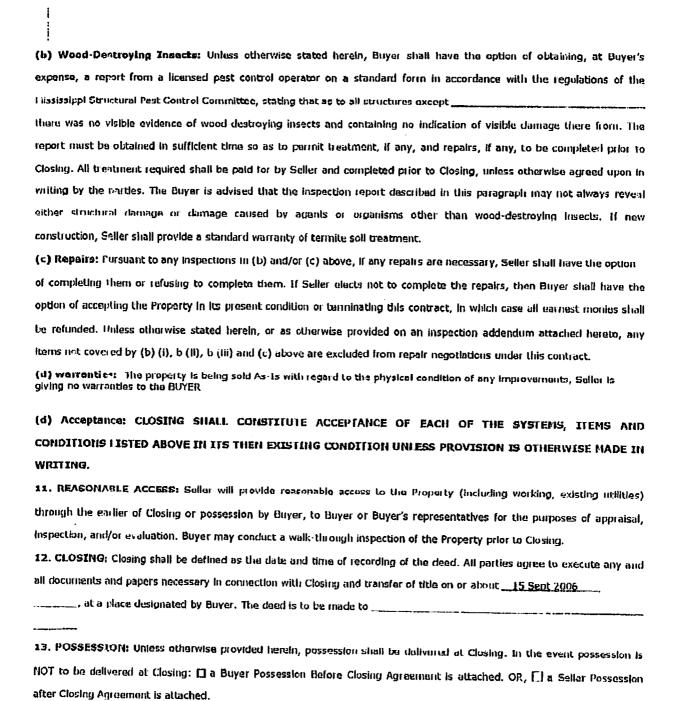
the event this offer is accepted	I and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's
request, but receipt of such forf	eited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a disput	e between Seller and Buyer over the return or forfeiture of earnest money held in escrow by
a broker, the broker is required	by state law to retain said earnest money in the broker's trust or escrow account until a
written release from the parties	consenting to its disposition has been obtained or until disbursement is ordered by a court
of competent jurisdiction.	and and and apparature is ordered by a count
(b) \$	, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agont no later than
	, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) \$	BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the
existing loan(s) secured by a de	ed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) \$	BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(c) \$	BALANCE of the purchase price in each at Closing.
	and partition price in cash at Closing.
5. CONDITIONS: (State N/A In	each blank that is not a condition to this contract.)
Buyer's closing costs (including l	ill costs with respect to any loan obtained by Buyer, except if Selier is to pay any of the pan discount points), those costs are as follows:
(b) There must be no restriction	63conont vania and an analysis
of the Property for	easement, zoning or other governmental regulation that would prevent the reasonable use
piirposes.	
•	sets which has been as a set of the second set of the second set of the second
wear and tear excepted.	stantially the same or better condition at Closing as on the date of this offer, reasonable
•	Abban stranger at the second stranger at the
Suller pulse to or at Closing and	other charges against the Property, not assumed by Buyer, must be paid and satisfied by
to obtain your made as the state	that cancellation may be promptly obtained following Clasing. Seller shell remain obligated
to obtain any such cancellations f	<del>-</del>
fel une mar na dalling ed at Clo	sing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple
Closing): utility assessed	mbrances except: ad valorem taxes for the current year (prorated through the date of
circle other areas :	nviolated restrictive covenants that do not materially affect the value of the Property; and
such other englimbrances as may	be assumed or specifically approved by Buyer. The Property must have legal access to a
public right of way.	



- 8. CLOSING EXPENSES: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing.
- 9. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

#### 10. Property Disclosure and inspections:

(a) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, flieplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable esbestos or existing environmental contamination. This contract is subject to a 15 day impaction and approval of the condition of the property prior to closing. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.



14. OTHER PROVISIONS AND CONDITIONS: (HEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

- 16. APPRAISAL: This contract is subject to an acceptable appraisal.
- 17. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his helps and successors.
- 18. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 19. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 20. DEFAULT: In the event of buyer's default the deposit shall be the sole remedy in the event of default.
- 21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall after any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.
- 22. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Selfer and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or troker hereto, and the parties adopt the word "SEAL" leaded that signatures below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

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offer.	si br	<b>~</b> ^
Pate: 15/15/06	Dpte:	2b
DALE: 15/15/04  BUYET: XILIMUS FIR- (SEA	u) Scher: Awy	(SEAL)
Page: 8/15/106	Unte: 8 4 /2-	06
Juyer: Chall Lip (SEA	NL) Seller:	(5EAL)
scrow Agent admoviedges receipt of the Accordance with the torms bordof.	o unmost money wild agrees to hold ar	al smid odf pradalb b
DoteFirm	*	•
3y:		
Selling Agent/Firm/flwne		
Acting as [] Buyer's Agent [] Sener's (sub) Agent		
Jsting Ment/Firm/Phone		

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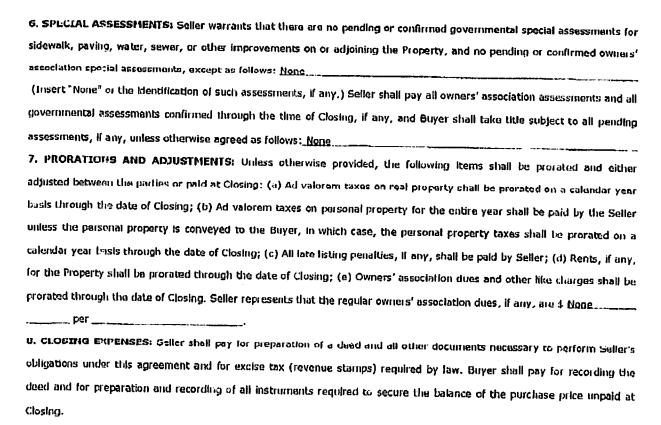
# OFFER TO PURCHASE AND CONTRACT This is a legal and binding contract

Thomas and Christine Pope	as Buyèr, Nereby offers
to purchase and Haloyon, LLC	, as
Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or par	cal of land discripted habit,
together with all improvements located thereon and such fixtures and personal property as a	are listed below (collectively
referred to as the "Property"), upon the following terms and conditions:	•
1. REAL PROPERTY: Located in the City of Jackson, County of Hirds	State of
Mississippi, being known as and more particularly described as: Street Address 3151 Booker Str	
	th Street Subdivision. Part 2
IEI All A portion of the property in Deed Reference: Book	County)
MOTE: Prior to signing this Offer to Furchase and Centract, Buyer is advised to review Restrict	ive Covenants, if any, which
may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Lav	พร, Articles ป กษณาparation,
Rules and Regulations, and other governing documents of the owners' association and/or the sul	bdivision, if applicable.
2. FIXTURES: The following items, I any, are included in the purchase price free of liens:	iny bulli-in appliances, light
fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain roo	ls, brackete and all related
hardware, whidow and door screens, storm windows, combination doors, awnings, antennas, sa	
burglar/fire/smoke alarms, poo and spa equipment, solar energy systems, attached fireplace	·
inserts, electric garage door openers with controls, couldoor plants and trees (other then in mo-	
goals, storage sheds, mai boxes, wall and/or door mirrors, and any other items attached or affi	
the following items:	
3. PERSONAL PROPERTY: The following personal property is included in the purchase price:	<del>-</del>
4. PURCHASE PRICE: The purchase price is \$ 120,000.00	Liaq ed liede to a
as follows:	
(a) \$1000.00 EARNEST MONEY DEPOSIT with this offer by 🗀 cash 🗀 pe	ersonal check 🖄 bank check
$oxtimes$ certified check $oxtimes$ other: to be received no tale), then $oldsymbol{?}$ days after execution and	field in escrow by William
Welch, Closing Attorrey ("Escrow Agent"), until the sale is closed, at which	h time it will be credited to
Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted;	or (2) any of the conditions
heroto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of brea	ch of this contract by Seller,

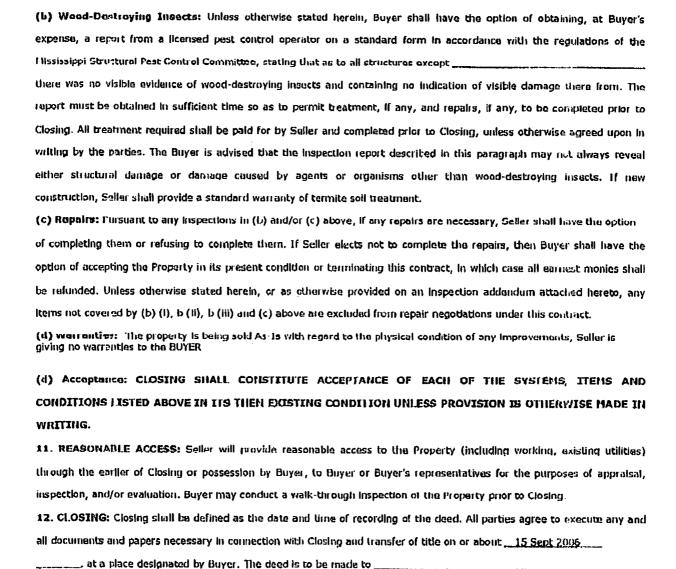
upon Buyer's request, all earnest monles shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In

the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfelted earnest monies shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of garnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until dispursement is ordered by a court of competent jurisdiction. (b) \$ \_\_\_\_\_\_, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE. existing loan(s) secured by a doubt of trust on the Property in accordance with the attached Loan Assumption Addendum. (d) \$ \_\_\_\_\_\_, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum. (e) \$ \_\_\_\_\_\_, BALANCE of the purchase price in cash at Closing. 5. CONDITIONS: (State N/A in each blank that is not a condition to this contract.) Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's closing costs (including loan discount points), those costs are as follows: (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for \_\_\_ purposes. (c) The Property must be in substantially the same or better condition at Closing as on the date of this ofter, reasonable wear and tear excepted.

- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cardellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encombrances as may be assumed or specifically approved by Boyer. The Property must have legal access to a public right of way.



- 9. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or evallable to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.
- 10. Property Disclosure and inspections:
- (a) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hareto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, root coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(a); and (iii) there shall be no friable esbestos or existing environmental contamination. This contract is subject to a 15 day inspection and approval of the condition of the property prior to closing. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.



NOT to be delivered at Closing: [] a Buyer Possession Before Closing Agreement is attached. OR, [] a Seller Possession after Closing Agreement is attached.

13. PUSSESSYOTI: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is

- 14. OTHER PROVISIONS AND CONDITIONS: (TIEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACHHERETO.)
- 15. RISIC OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's Insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

- 16. APPRAISAL! This contract is subject to an acceptable appraisal.
- 17. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his helps and successors.
- 18. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 19. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 20. DEFAULT: In the event of buyer's default the deposit shall be the sole remedy in the event of default.
- 21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions lice to must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or troker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.
- 22. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges having made	anazzoq erlz-uo nu c	examination of the stopeity pr	for to the matthe of the
Date: _ \$ 15/6(	7 <del>7 112</del>	Date: 4-18 G	<b>6</b> _
Date: 8/15/01	(SEAL)	Seller: Lang	(SEAL)
Date: 8/15/01		Date: 4-18-0	06
Buyer: Charle Fab (	(SEAL)	Sellar:	(5EAI )
Escrow Agent ocknowledges reco accordance with the terms neroor.		money and agrees to hold an	d disburse the same in
Date	Prm:		
υγ;			
Selling Agent/Firm/Phone			
ncang as 🗌 buyars ngent 🖸 Sellers (			
Listing Agent/Firm/Phone			
Acting às ☐ Seller's (sub) Agent ☐ thi			

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# OFFER TO PURCHASE AND CONTRACT This is a legal and binding contract

Thomas and Christine Pope, as Buyer, hereby c	offers
to purchase and _Blaise Property Investments, ITC,	as
Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described be	elow,
together with all improvements located thereon and such fixtures and personal property as are listed below (collect	lively
referred to as the "Property"), upon the following terms and conditions:	
1. REAL PROPERTY: Located in the City of Jackson, County of Jinds, State	of
Hississippi, being known as and more particularly described as: Street Address 3151 Booker Street	
Zip 39209 Legal Description: Lot 7 and 9, Block 7 Lynch Street Subdivision, Pa	
([] All [] A portion of the property in Deed Reference: Book, Page No,Cou	nty)
NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, v	vhich
may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By Laws, Articles of Incorpora	ation,
Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.	
2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances,	light
fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all re-	lated
hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and recei	vers,
burglar/fire/snioke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fire	place
inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basks	Ltball
goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EX	CEPT
the following items:	
3. PERSONAL PROPERTY: The following personal property is included in the purchase price:	
4. PURCHASE PRICE: The purchase price is \$ 120,000,00 and shall be	paid
as follows:	
(a) \$1000.00 , EARNEST MONEY DEPOSIT with this offer by [] cash [] personal check. ☑ bank of	:heck
$\boxtimes$ certified check $[]$ other: to be received no later then 7 days after execution and held in escrow by $\underline{\underline{W}}$	illiam
Welch, Closing Attorney ("Escrow Agent"), until the sale is closed, at which time it will be credit	ed to
Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the condi-	itions
hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by S	eller

upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In

the event this offer is accepted	and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's
request, but receipt of such forfe	eited earnest monies shall not affect any other remedies available to Seller for such breach.
HOTE: In the event of a dispute	e between Seller and Buyer over the return or forfeiture of earnest money held in escrow by
a broker, the broker is required	by state law to retain said earnest money in the broker's trust or escrow account until a
written release from the parties	consenting to its disposition has been obtained or until disbursement is ordered by a court
of competent jurisdiction.	
(b) \$	, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than
	, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) \$	BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the
existing loan(s) secured by a de	ed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) \$	, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) \$	, BAI ANCE of the purchase price in cash at Closing.
5. CONDITIONS: (State N/A in	each blank that is not a condition to this contract.)
Buyer shall be responsible for	all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the
Buyer's closing costs (including	loan discount points), those costs are as follows:
None	
(b) There must be no restriction	, easement, zoning or other governmental regulation that would prevent the reasonable use
of the Property for	
purposes.	
(c) The Property must be in su	bstantially the same or better condition at Closing as on the date of this offer, reasonable
wear and tear excepted.	
(d) All deeds of trust, liens and	other charges against the Property, not assumed by Buyer, must be paid and satisfied by
Seller prior to or at Closing such	n that cancellation may be promptly obtained following Closing. Seller shall remain obligated
to obtain any such cancellations	following Closing.
(e) Title must be delivered at Cl	osing by GENERAL WARRAMTY DEED unless otherwise stated herein, and must be fee simple
marketable title, free of all end	cumbrances except: ad valorem taxes for the current year (prorated through the date of

Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encombrances as may be assumed or specifically approved by Buyer. The Property must have logal access to a

public right of way.

6 SDECTAL ASSESSMENTS: Saller warrants that there are no pending or confirmed governmental special assessments for

sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners'
association special assessments, except as follows: <u>None</u>
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all
governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending
assessments, if any, unless otherwise agreed as follows: <u>None</u>
7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either
adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year
basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller
unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a
calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any,
for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be
prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ Hong
per

- **8. CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing.
- **9. EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.
- 10. Property Disclosure and inspections:
- (a) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no imusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. This contract is subject to a 15 day inspection and approval of the condition of the property prior to closing. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(b) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer
expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the
Mississippi Structural Pest Control Committee, stating that as to all structures except
there was no visible evidence of wood-destroying insects and containing no indication of visible damage there from. It
report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior
Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon
writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reve
either structural damage or damage caused by agents or organisms other than wood-destroying insects. If ne
construction, Seller shall provide a standard warranty of termite soil treatment.

- (c) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest montes shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b) (i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.
- (d) warranties: The property is being sold As-1s with regard to the physical condition of any improvements, Seller is giving no warranties to the BUYER
- (d) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.
- 11. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

12. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and
all documents and papers necessary in connection with Closing and transfer of title on or about15 Sept 2006
, at a place designated by Buyer. The deed is to be made to

- **13. POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is HOT to be delivered at Closing: 

  Begin a Buyer Possession Before Closing Agreement is attached. OR, 

  A Seller Possession after Closing Agreement is attached.
- 14. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)
- 15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

- 16. APPRAISAL: This contract is subject to an acceptable appraisal.
- 17. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.
- **18. PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 19. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 20. DEFAULT: In the event of buyer's default the deposit shall be the sole remedy in the event of default.
- 21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.
- 22. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.
- IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges havin	g made an on-site personal	examination of the Property p	rior to the making of this
offer.			
Date:		Date:	· · · · · · · · · · · · · · · · · · ·
Buyer:	(SEAL)	Seller:	(SEAL)
Date:	***	Date:	
Buyer:	(SEAL)	Seller:	(SEAL)
accordance with the terms			
Selling Agent/Firm/Phone			
Acting as 🗌 Buyer's Agent 🗍	Seller's (sub) Agent 🗌 Dual Age	nt	
Listing Agent/Firm/Phone			
Acting as [] Seller's (sub) Ago	ent 🗍 Dual Agent	•	

#### OFFER TO PURCHASE AND CONTRACT This is a legal and binding contract

Thomas and Christine Pope	as Buyer,	hereby offers
to purchase and Blaise Property Investments, LLC		, as
Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel	of land de	scribed below,
together with all improvements located thereon and such fixtures and personal property as are	listed belo	w (collectively
referred to as the "Property"), upon the following terms and conditions:		
1. REAL PROPERTY: Located in the City of <u>Jackson</u> , County of <u>Hinds</u>		State of
Mississippi, being known as and more particularly described as: Street Address 3155 Booker Street		<del></del> -
Zip 39209 l egal Description: Lot 11 and 13, Block 7 Lyncl		ı <u>bdivision. Part</u>
( All A position of the property in Deed Reference: Book, Page No,		Country
NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive		
may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws,		
Rules and Regulations, and other governing documents of the owners' association and/or the subdiv		
2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any		
fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods,		•
hardware, window and door screens, storm windows, combination doors, awnings, antennas, satel		
burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace scr		
inserts, electric garage door openers with controls, outdoor plants and trees (other than in inovable		
goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed		
the following items:	10 CHE 170	, EXCELLE
3. PERSONAL PROPERTY: The following personal property is included in the purchase price:	one	
4. PURCHASE PRICE: The purchase price is \$ 120,000.00		I shall be paid
as follows:		
(a) \$1000.00 , EARNEST MONEY DEPOSIT with this offer by [] cash [] perso	nal check	🖾 bank check
□ certified check  other: to be received no later then 7 days after execution and he	ld in escro	ow by <u>William</u>
Welch, Closing Attorney ("Escrow Agent"), until the sale is closed, at which the	me it will	be credited to
Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or	(2) any of	the conditions
hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of	of this cout	ract by Coller

upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In

the event this offer is accepted an	d Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's				
request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.					
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by					
a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a					
written release from the parties con	nsenting to its disposition has been obtained or until disbursement is ordered by a court				
of competent jurisdiction.	desired by a court				
(b) \$	, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than				
	, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.				
	, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the				
existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.					
	, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.				
(e) \$	, BALANCE of the purchase price in cash at Closing.				
	production at Closing.				
5. CONDITIONS: (State N/A in eac	th blank that is not a condition to this contract.)				
	·				
	osts with respect to any loan obtained by Buyer, except if Seller is to pay any of the discount points), those costs are as follows:				
	•				
	Compark maning and the				
of the Property for	sement, zoning or other governmental regulation that would prevent the reasonable use				
purposes.					
	ntially the same or better condition at Closing as on the date of this offer, reasonable				
wear and tear excepted.					
(d) All deeds of trust, liens and oth	er charges against the Property, not assumed by Buyer, must be paid and satisfied by				
Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated					
to obtain any such cancellations follo					
(e) Title must be delivered at Closing	by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple				
marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of					
Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and					
such other encombrances as may be	assumed or specifically approved by Buyer. The Property must have legal access to a				
public right of way.					

of the period of the control of the
sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners'
association special assessments, except as follows: None
(Insert "None" or the Identification of such assessments, if any.) Seller shall pay all owners' association assessments and all
governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending
assessments, if any, unless otherwise agreed as follows: <u>None</u>
7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either
adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year
basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller
unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a
calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any,
for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be
prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ None
per

- 8. CLOSING EXPENSES: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement and for excise tax (revenue stamps) required by faw. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing.
- **9. EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.
- 10. Property Disclosure and inspections:
- (a) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no triable asbestos or existing environmental contamination. This contract is subject to a 15 day inspection and approval of the condition of the property prior to closing. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(b) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's
expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the
Hississippi Structural Pest Control Committee, stating that as to all structures except
there was no visible evidence of wood-destroying insects and containing no indication of visible damage there from. The
report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to
Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in
writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always revea
either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new
construction, Seller shall provide a standard warranty of termite soil treatment.

- (c) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monles shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b) (i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.
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12. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any an
all documents and papers necessary in connection with Closing and transfer of title on or about <u>15 Sept 2006</u>
, at a place designated by Buyer. The deed is to be made to

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  a Buyer Possession Before Closing Agreement is attached. OR, 

  a Seller Possession after Closing Agreement is attached.
- 14. OTHER PROVISIONS AND CONDITIONS: (HEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)
- 15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

- 16. APPRAISAL: This contract is subject to an acceptable appraisal.
- 17. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his helps and successors.
- **18. PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 19. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 20. DEFAULT: In the event of buyer's default the deposit shall be the sole remedy in the event of default.
- 21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.
- 22. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.
- IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges having ma	ide an on-site personal	examination of the Property pr	ior to the making of this
offer.			
Date:		Date:	
Buyer:	(SEAL)		(SEAI.)
Date:	· <del></del>		
Buyer:	(SEAL)		(SEAL)
Escrow Agent acknowledges raccordance with the terms here  Date	of.		
Date			
Вү:		- 100 000111 0010011- 101001	
Selling Agent/Firm/Phone			
Acting as 🗌 Buyer's Agent 🔲 Seller	's (sub) Agent 🗌 Dual Age	nįt	
Listing Agent/l'irm/Phone			
Acting as Seller's (sub) Agent	Dual Agent		